

Section 5. Transferability. Membership is not transferable, except that membership shall, upon written notice to the President of the Corporation, be transferable to any entity which is:

- (a) the successor of a member by merger or otherwise by operation of law, or
- (b) which is an entity controlled by or under common control with the transferring member.

Section 6. Suspension and Forfeiture. Any material breach by a member of any agreement between such member and the Corporation, including without limitation any nonpayment of membership fees, shall result in automatic suspension of that membership. The President shall give immediate written notice of the suspension to the member. Failure to cure the breach within forty-five (45) days from the date of such notice shall result in the automatic forfeiture of that membership, provided that the Executive Committee may grant a temporary extension of time for payment of any delinquent fees in cases deserving of special consideration. Any fees owed to the Corporation shall accrue interest at a rate to be determined by the Board of Trustees from the due date until paid.

Section 7. Effect of Suspension or Forfeiture. No member may exercise its voting rights during a period of suspension from membership. In addition, upon forfeiture of its membership, that member's fee agreement with the Corporation shall be terminated and the Corporation shall report such forfeiture and termination to the Federal Communications Commission. Suspension or forfeiture of membership does not relieve the member from its obligation to pay to the Corporation all fees that have accrued.

Section 8. Reinstatement. Any member whose membership has been revoked for material breach of any agreement between such member and the Corporation may be reinstated, at the discretion of and upon such terms as may be established by the Board of Trustees, upon its payment of any outstanding fees or charges to the Corporation or other cure of its breach of such agreement.

ARTICLE IV.
MEETINGS OF THE MEMBERS

Section 1. Place. Annual meetings and special meetings shall be held at such place, within or without the State of Delaware, as the Board of Trustees may, from time to time, fix and state in the notice of meeting. Whenever the Board of Trustees shall fail to fix such place, the meeting shall be held at the registered office of the Corporation in the State of Delaware.

Section 2. Annual Meeting. The annual meeting shall be held on the date and at the time fixed, from time to time, by the Board of Trustees, provided, that the first annual meeting shall be held on a date within thirteen months after the organization of the Corporation, and each successive annual meeting shall be held on a date as shall be designated from time to time by the Board of Trustees.

Section 3. Special meetings. Special meetings shall be held on the date and at the time as shall be designated from time to time by the Board of Trustees and stated in the notice of the meeting. Special meetings shall be called by the President upon written request of at least thirty percent (30%) of the voting members. Such written request shall state the purpose or purposes for such meeting and the matters proposed to be acted upon at the meeting. The President shall give notice of the meeting as provided in Section 4. No business other than that specified in the notice of meeting shall be transacted at any special meeting. No special meeting need be called upon the request of less than sixty percent (60%) of the voting members to consider any matter that is substantially the same as a matter voted upon at any annual or special meeting of the members held during the previous twelve (12) months.

Section 4. Notice or waiver of notice. Written notice of all meetings shall be given, stating the place, date, and hour of the meeting. The notice of an annual meeting shall state that the meeting is called for the election of the Board of Trustees and for the transaction of other business which may properly come before the meeting, and shall, (if any other action which could be taken at a special meeting is to be taken at such annual meeting) state the purpose or purposes. The notice of a special meeting shall in all instances state the purpose or purposes for which the meeting is called. A copy of the notice of any meeting shall be given, personally, by U.S. mail, by facsimile or by electronic mail not fewer than ten (10) days nor more than sixty (60) days before the date of the meeting, unless the lapse of the prescribed period of time shall have been waived, and directed to each member at its record address or at such other address which it may have furnished by request in writing to the Secretary of the Corporation. Notice by U.S. mail shall be deemed to be given when deposited in the U. S. mail, postage prepaid. If a meeting is adjourned to another time, not more than thirty days hence, and/or to another place, and if an announcement of the adjourned

time and/or place is made at the meeting, it shall not be necessary to give notice of the adjourned meeting unless the Board of Trustees, after adjournment, fixes a new record date for the adjourned meeting. Notice need not be given to any member which submits a written waiver of notice by it before or after the time stated therein. Attendance of a member at a meeting of members shall constitute a waiver of notice of such meeting, except when the member attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the members need be specified in any written waiver of notice.

Section 5. Conduct of meeting. Meetings of the members shall be presided over by one of the following officers in the order of seniority and if present and acting: the President, the Vice President, the Secretary, the Treasurer, or, if none of the foregoing is in office and present and acting, by a chairman to be chosen by the members. The Secretary, or in his absence, an Assistant Secretary, shall act as secretary of every meeting, but if neither the Secretary nor an Assistant Secretary is present, the Chairman of the meeting shall appoint a secretary of the meeting.

Section 6. Proxy voting. Every member may authorize another person or persons to act for it by proxy in all matters in which a member is entitled to participate, whether by waiving notice of any meeting, voting or participating at a meeting, or expressing consent or dissent without a meeting. Every proxy must be signed by the member or by its attorney-in-fact. No proxy shall be voted or acted upon after three years from its date unless such proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and, if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power.

Section 7. Inspectors and judges. The Board of Trustees, in advance of any meeting, may, but need not, appoint one or more inspectors of election or judges of the vote, as the case may be, to act at the meeting or any adjournment thereof. If an inspector or inspectors or judge or judges are not appointed, the person presiding at the meeting may, but need not, appoint one or more inspectors or judges. In case any person who may be appointed as an inspector or judge fails to appear or act, the vacancy may be filled by appointment made by the Board of Trustees in advance of the meeting or at the meeting by the person presiding thereat. Each inspector or judge, if any, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector or judge at such meeting with strict impartiality and according to the best of his ability. The inspectors or judges, if any, shall determine the number of voting members and the voting power of each, the members represented at the meeting, the existence of a quorum, the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate

all votes, ballots or consents, determine the result, and do such acts as are proper to conduct the election or vote with fairness to all members. On request of the person presiding at the meeting, the inspector or inspectors or judge or judges, if any, shall make a report in writing of any challenge, question or matter determined by him or them and execute a certificate of any fact found by him or them.

Section 8. Quorum. A majority of voting members present in person or represented by proxy, shall constitute a quorum at a meeting of members for the transaction of any business, except as provided by statute or in the certificate of incorporation. If, however, a quorum shall not be present or represented at any meeting of members, the members entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each member of record entitled to vote at the meeting.

Section 9. Election of the Board of Trustees. In elections of Trustees, each member shall have one vote per available seat. Trustees shall be elected by a plurality of the votes cast at a meeting at which a quorum of members is present. In the election of the Board of Trustees, voting shall be by ballot. In all elections of Trustees, each Member shall be entitled to cast only one vote for each available seat. Members shall not be entitled to cumulate their votes in elections of Trustees.

Section 10. Voting on other issues. For all other issues properly submitted to the membership, each voting member shall have one vote on each question presented for a vote of the membership. When a quorum is present at any meeting, the vote of the two-thirds (2/3) of the members present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or the certificate of incorporation, a different vote is required in which case such express provision shall govern and control the decision of such question. Unless otherwise provided in the certificate of incorporation, each member shall at every meeting of the members be entitled to one vote in person or by proxy. Voting by ballot shall not be required for any action other than the election of Trustees, except as otherwise provided by the Delaware General Corporation Law or except as determined by the Board of Trustees, in its discretion.

Section 11. Action without meetings. Whenever the vote of members at a meeting thereof is required or permitted to be taken for or in connection with any action of the Corporation, the meeting and vote of members may be dispensed with if

all of the members who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such action being taken; or if less than all of said members, but not less than those having at least the minimum voting power required to take action under the provisions of the Delaware General Corporation Law, shall consent in writing to such action, provided that prompt notice be given to all members of the taking of such action without a meeting and by less than unanimous written consent.

ARTICLE V.

THE BOARD OF TRUSTEES

Section 1. Functions and definition. The business and affairs of the Corporation shall be managed by the Board of Trustees. The Board of Trustees shall have full and complete authority to manage, regulate, direct and control the operations of the Corporation; it shall be responsible for proper administration of all funds; it shall hold, manage, and dispose of all Corporation property; it shall determine the policies of the Corporation; it shall be the judge of all elections and of the eligibility of the members and shall have the authority to revoke memberships as provided in Article III. The use of the phrase "whole Board" herein refers to the number of Trustees which the Corporation would have if there were no vacancies.

Section 2. Qualifications and number. A Trustee must be a duly authorized officer, director, employee or agent of a member. At no time, however, shall any member have more than one Trustee on the Board of Trustees. A Trustee need not be a citizen of the United States, or a resident of the State of Delaware. The Board of Trustees shall contain the same number of Trustees as the number of voting members of the Corporation which are willing to have their designees serve as Trustees until such time as there are at least eleven (11) voting members of the Corporation which are willing to have their designees serve as Trustees. At such time and for so long as there are at least eleven (11) voting members of the Corporation which are willing to have their designees serve as Trustees, the Board of Trustees shall consist of eleven (11) Trustees.

Section 3. Alternative Trustees. Each elected Trustee to the Board of Trustees may name one (1) alternative Trustee to act in his or her place at all meetings and in all votes of the Board of Trustees. At no time, however, shall any member have more than one Trustee voting on the Board of Trustees.

Section 4. Election, term and classes. The first Trustees shall be elected by the incorporator and shall hold office until the first annual meeting of members and until their successors have been elected and qualified or until their earlier resignation or removal. At the first annual meeting of members, the Trustees will be elected in two

classes of approximately equal number to provide for staggered terms. Class A Trustees will be elected to serve until the next following annual meeting of members, and Class B Trustees will serve until the second following annual meeting of members. At the second and each succeeding annual meeting, the seats of the Class of Trustees whose terms are expiring shall be filled by election to serve until the second succeeding annual meeting of members following their election. Any Trustee may resign at any time upon prior written notice to the Corporation. Trustees who are elected in the interim to fill vacancies and newly created positions on the Board of Trustees, shall hold office until the next annual meeting of members. All Trustees shall hold office until their successors have been elected and qualified or until their earlier resignation or removal.

Newly-created positions on the Board of Trustees resulting from any increase in the authorized number of Trustees may be filled by a majority of the Trustees then in office, though less than a quorum, or by the sole remaining Trustee. If there are no Trustees in office, then an election of Trustees may be held in the manner provided by statute. If, at the time of filling any newly created position on the Board of Trustees the Trustees then in office shall constitute less than a majority of the whole Corporation (as constituted immediately prior to any such increase), the Court of Chancery may, upon application of ten percent of the members having the right to vote for such Trustees, order an election to be held to fill any such newly created positions on the Board of Trustees or to replace the Trustees chosen by the Trustees then in office.

Section 5. Vacancies. Whenever a Trustee resigns or is removed from the Board of Trustees, or leaves the employment of the member with which he or she was employed at the time of his or her election to the Board of Trustees, that member shall have the right to elect a successor to fill the Trustee's position on the Board of Trustees. As described above, such successor Trustees shall hold office until the next annual meeting and until their successors have been elected and qualified or until their earlier resignation or removal.

Section 6. Meetings. The Trustees may hold meetings at such time as the Board of Trustees shall fix, except that the Board shall meet at least two (2) times per year and the first meeting of a newly elected Board of Trustees shall be held as soon after its election as the Trustees may conveniently assemble. Meetings shall be held at such place within or without the State of Delaware as shall be fixed by the Board of Trustees or may be held by telephone. No call shall be required for regular meetings for which the time and place have been fixed. Special meetings may be called by or at the direction of the President of the Corporation, the Vice President, or by a majority of the Trustees in office.

Section 7. Chairman of the meeting. The President, if any and if present and acting, shall preside at all meetings. Otherwise, the Vice President, if any and if present and acting, or any other Trustee chosen by the Board of Trustees, shall preside.

Section 8. Notice or actual or constructive waiver. No notice shall be required for regular meetings for which the time and place have been fixed. Written, oral, or any other mode of notice of the time and place shall be given for special meetings. Notice given by telephone, facsimile, electronic mail or similar means shall be delivered not less than twenty-four (24) hours prior to the meeting. Notice given by U.S. mail shall be delivered not fewer than five (5) days prior to the meeting. The notice of any meeting need not specify the purpose of the meeting. Any requirement of furnishing a notice shall be waived by any Trustee who signs a written waiver of such notice before or after the time stated therein.

Section 9. Quorum. A majority of the Trustees shall constitute a quorum, except when a vacancy or vacancies prevents such majority, whereupon a majority of the Trustees in office shall constitute a quorum, provided that such majority shall constitute at least one-third of the whole Board. A majority of the Trustees present, whether or not a quorum is present, may adjourn a meeting to another time and place.

Section 10. Voting. Each member of the Board of Trustees shall have one vote on matters before the Board. Except where specified otherwise in the Certificate of Incorporation or in these Bylaws, or where the Delaware General Corporation Law may require a greater number, the act of the Board of Trustees shall be the act by the affirmative vote of a majority of the Trustees present, a quorum being present.

Section 11. Action in writing. Any action required or permitted to be taken at any meeting of the Board of Trustees or any committee thereof may be taken without a meeting if all members of the Board of Trustees or other committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Trustees or other committee.

Section 12. Removal of Trustees. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any Trustee or the entire Board of Trustees may be removed, with or without cause, by a majority vote of the members entitled to vote at an election of the Board of Trustees.

Section 13. Committees of Trustees. The Board of Trustees may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to include one or more of the Trustees. The Board of Trustees may designate one or more Trustees as alternate members of any committee, who may replace any absent or disqualified Trustee at any meeting of the committee. The Board of Trustees may permit the participation of voting or non-voting members of the

Corporation and non-members in the functions of any committee. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Trustees. Each committee shall keep regular minutes of its meetings and report the same to the Board of Trustees when required.

In the absence or disqualification of a Trustee member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Trustees to act at the meeting in the place of any such absent or disqualified Trustee member.

Any committee which is composed solely of Trustees, to the extent provided in the resolution of the Board of Trustees, shall have and may exercise all the powers and authority of the Board of Trustees in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority to amend the certificate of incorporation, to adopt an agreement of merger or consolidation, to recommend to the members the sale, lease or exchange of all or substantially all of the Corporation's property and assets, to recommend to the members a dissolution of the Corporation or a revocation of a dissolution, or to amend the Bylaws of the Corporation. No committee not composed solely of Trustees shall act for the Corporation or exercise any of the power or authority of the Board of Trustees.

Section 14. Compensation of Trustees. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, the Board of Trustees shall have the discretion to provide for reimbursement of expenses of Trustees incurred in connection with attendance at meetings of the Board of Trustees. No Trustee shall be paid any other compensation for service as a Trustee of the Corporation. Members of special or standing committees may at the discretion of the Board of Trustees be allowed like reimbursement of expenses for attending committee meetings.

ARTICLE VI. **OFFICERS**

Section 1. Elections; number; qualifications. The officers of the Corporation shall be elected by the Board of Trustees, and shall include a President, a Vice President, a Secretary, a Treasurer and such other officers as the Board of Trustees shall choose. The Board of Trustees may, by resolution, create, increase, reduce or eliminate the number of offices to be filled by vice presidents, assistant vice presidents, assistant secretaries or assistant treasurers. The Board of Trustees may choose such other officers and appoint such agents as it shall deem necessary who shall hold office

for such terms and shall exercise such powers and perform such duties as the Board of Trustees shall determine. Any two or more offices may be held by the same individual.

Section 2. Election and termination. The officers of the Corporation shall be chosen by the Board of Trustees at the annual meeting of the Board of Trustees following the annual meeting of members or as soon thereafter as conveniently possible. Each officer shall hold office until his successor shall have been chosen and shall have qualified or until his death or the effective date of his resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Trustees.

Section 3. President. The President shall be elected from among the Trustees elected to the Board of Trustees. He or she shall be the chief executive officer of the Corporation and shall, in general, supervise, manage and control all of the business and affairs of the Corporation. He or she shall preside at all meetings of members and at all meetings of the Board of Trustees and committees of Trustees at which he or she is present. The President may sign with the Secretary or any other officer of the Corporation thereunto authorized by the Board of Trustees, any deeds, bonds, mortgages, contracts or other instruments which the Board of Trustees has authorized to be executed, except in cases where the signing and execution thereof has been expressly delegated by these Bylaws or by the Board of Trustees to some other officer or agent of the Corporation, or shall be required by law to be otherwise executed. He or she shall perform such other duties as usually pertain to the office or may be designated by the Board of Trustees.

Section 4. Vice President. The Vice President shall be elected from among the Trustees elected to the Board of Trustees. He or she shall perform such duties as from time to time may be assigned to him or her by the Board of Trustees or the President. In the absence of the President or in the event of his or her inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated by the Board of Trustees, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President.

Section 5. Secretary and Assistant Secretaries. The Secretary or Assistant Secretaries shall be elected from among the Trustees elected to the Board of Trustees. He or she shall attend all meetings of the Board of Trustees and all meetings of the members and record all proceedings of the meetings of the members and the Board of Trustees in the minute book of the Corporation. He or she shall cause all notices to be duly given in accordance with the provisions of these Bylaws and as required by law, and shall perform such other duties as may be prescribed by the Board of Trustees or the President under whose supervision he or she shall be. The Secretary shall supervise

the keeping of a record containing the names and addresses of all members. The Secretary shall see that the books, reports, statements, certificates and other documents and records required by law are properly kept and filed. He or she shall have charge and custody of the seal of the Corporation, and the Secretary, or an assistant secretary, shall have authority to affix the same to any instrument requiring it and when as affixed, it may be attested by his or her signature.

Section 6. Treasurer and Assistant Treasurers. The Treasurer and Assistant Treasurers shall be elected from among the Trustees elected to the Board of Trustees. He or she shall have the custody of the corporate funds and securities, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation, shall deposit all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Trustees, and shall render a report and account of the transactions of the Corporation and of the financial condition of the Corporation whenever so required by the Board of Trustees.

Section 7. Executive Committee. The President, Vice President, Secretary, and Treasurer shall comprise the Executive Committee of the Corporation. The Executive Committee shall meet as often as required properly to discharge its responsibilities; shall act for the Corporation under the direction of the Trustees on all matters affecting the Corporation; and shall be responsible for making personnel recommendations to the Board of Trustees, preparing the annual budget for approval by the Board, and overseeing the professional staff of the Corporation. The salaries of all persons employed by the Corporation shall be fixed from time to time as may be authorized by the Board of Trustees.

Section 8. Resignations; removal; filling of vacancies. Any officer may resign at any time by giving notice of such resignation to the Board of Trustees, the President, Vice President, or the Secretary. Unless otherwise specified in such notice, such resignation shall be effective upon receipt of such notice by the Board of Trustees or such officer. Any officer may be removed at any time, either for or without cause, by action of the Board of Trustees. Any vacancy in any office may be filled at any time by action of the Board of Trustees.

ARTICLE VII.
INSTRUMENTS, DEPOSITS, CHECKS, PROXIES

Section 1. Execution of instruments. The President or Vice President may enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation, subject to the control of the Board of Trustees. The Board of Trustees may authorize any officer or officers, or agent or agents, to enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation, and such authorization may be general or confined to specific instances.

Section 2. Deposits. Funds of the Corporation may be deposited from time to time to the credit of the Corporation with such depositories as may be selected by the Board of Trustees or by any committee, officer or officers, agent or agents of the Corporation to whom such power may be delegated from time to time by the Board of Trustees.

Section 3. Checks, drafts, etc. All checks, bills of exchange and other orders for payment of money, promissory notes, acceptances or other evidences of indebtedness are to be signed by such officer or officers, employee or employees, agent or agents of the Corporation, and in such manner, as are authorized by resolution of the Board of Trustees, or are authorized by any committee, officer or officers, employee or employees, of the Corporation to whom such power is delegated from time to time by the Board of Trustees. To the extent authorized by the Board of Trustees such signature or signatures may be facsimiles.

ARTICLE VIII.
INDEMNIFICATION OF TRUSTEES AND OFFICERS

Any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a Trustee, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

Any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a Trustee, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity pursuant to the applicable provisions of the Delaware General Corporation Law.

It is the intention of this Article that the Corporation indemnify Trustees and officers to the fullest extent permitted by law. The foregoing right of indemnification shall not be exclusive of other rights to which such Trustee or officer may be entitled as a matter of law or otherwise.

The appropriate officers of the Corporation shall be directed by the Board of Trustees to expeditiously seek director and officer liability insurance and to obtain such insurance on terms and conditions deemed by the Board of Trustees to be in the best interests of the Corporation.

Expenses incurred and amounts paid in settlement with respect to any action, suit or proceeding of the character described above may be advanced by the Corporation prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the Trustee or officer, in form and substance satisfactory to the Corporation, to repay such amounts so advanced as shall not ultimately be determined to be payable to him or her under this Article.

ARTICLE IX.

MISCELLANEOUS

Section 1. Fiscal year. The fiscal year of the Corporation shall be determined by the Board of Trustees.

Section 2. Amendment of Bylaws. These Bylaws may be altered, amended or repealed from time to time, and new Bylaws may be made and adopted by action of the members or by action of the Board of Trustees, when such power is conferred upon the

Board of Trustees by the Certificate of Incorporation, at any regular meeting of the members or of the Board of Trustees or at any special meeting of the members or of the Board of Trustees (if notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such special meeting).

Section 3. Amendment of the Certificate of Incorporation. Any amendments to the Corporation's Certificate of Incorporation will require both a recommendation approved by a vote of two-thirds (2/3) of all of the Board of Trustees then in office in favor thereof, and a vote in favor of such amendment by at least two-thirds (2/3) of all voting members.

Section 4. Seal. The Corporation's seal shall be a flat-faced circular die and shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware."



RECYCLED

EDS:

1-800-222-0510

ALL STATE LEGAL SUPPLY CO.

ATTACHMENT D

UTAM FINANCIAL PLAN

Scenario 1						
Year	0	1	2	3	4	5
Number of mobile units from BIS market study, covering Cordless, WLAN and data, Messaging products		19654	160011	450473	2816595	5534280
Additional Units to provide fixed part of system		4717	36803	99104	591485	1106856
Adjustment to compensate for: a) deployment of product in other frequency bands; b) restrictions on UPCS deployable locations.		42%	46%	50%	65%	70%
Total (Unit Sales)		10204	89925	273681	2223832	4648795
UTAM Revenue (based on \$20/unit fee) (Note 1)		\$0.20	\$1.80	\$5.47	\$44.48	\$92.98
UTAM G&A costs	\$1.10	\$1.70	\$1.70	\$2.35	\$2.35	\$2.35
Kickstart funds (manufacturer provided)	\$1.10	\$1.50	\$1.50			
Repayment of kickstart funding (credits to mfg.)				\$0.47	\$5.31	\$0.00
Funds available for clearing (Note 1)	\$0.00	\$0.00	\$1.60	\$2.66	\$36.82	\$90.63
Potential number of links which can be relocated with received revenue at \$200,000 per link	0	0	8	13	184	453
Cumulative potential number of links for which funds have been received	0	0	8	21	205	658 (Note 2)

Notes:

- 1) All \$ amounts shown in \$ Million.
- 2) Maximum number of links UTAM expects to clear is 335. While year 5 in the plan shows a greater number; in practice UTAM will suspend or reduce collection of fees so as not to exceed its revenue requirements.

Income Statement (Scenario 1)							
	Year	0	1	2	3	4	5
Receipts							
UTAM fees (\$20/unit)		\$0.00	\$0.20	\$1.80	\$5.47	\$44.48	\$92.98
Kickstart Credit		\$0.00	\$0.00	\$0.00	(\$0.47)	(\$4.44)	\$0.00
Total Receipts (Note 1)		\$0.00	\$0.20	\$1.80	\$5.01	\$40.04	\$92.98
Disbursements							
G&A costs		\$1.10	\$1.70	\$1.70	\$2.35	\$2.35	\$2.35
Relocation costs		\$0.00	\$0.00	\$1.00	\$2.66	\$37.69	\$26.00
Total Disbursements (Note 1, Note 2, Note 3, Note 4)		\$1.10	\$1.70	\$2.70	\$5.01	\$40.04	\$28.35
Net Generated Funds (Note 1)		(\$1.10)	(\$1.50)	(\$0.90)	\$0.47	\$4.44	\$0.00
Loan Status (kickstart funding)							
Kickstart Funds Provided		\$1.10	\$1.50	\$0.90	\$0.00	\$0.00	\$0.00
Kickstart Funds repaid as credits		\$0.00	\$0.00	\$0.00	(\$0.47)	(\$4.44)	\$0.00
Net Cash Increase / (Decrease) (Note 1)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$64.63

Notes:

- 1) All \$ amounts shown in \$ Million.
- 2) Site specific coordination costs are not included. These will be recovered at full cost (both UTAM and subcontractor costs) and therefore will not affect cash flow.
- 3) Costs associated with UTAM information reports and periodic updates are not included. These will be produced and distributed at cost, and therefore will not affect cash flow.
- 4) UTAM will operate on a cash basis. Fees are collected ahead of actual sales and link clearing payments will only be made after completion of a relocation. This ensures UTAM maintains a solid cash position.
- 5) Year 5 - Cash surplus will be adjusted to meet expected obligations to close out UTAM operations. UTAM expects to need only \$26M to clear 130 remaining links.

Scenario 3													
	Year	0	1	2	3	4	5	6	7	8	9	10	11
Number of mobile units from BIS market study, covering Cordless, WLAN and data, Messaging products			1397	11378	32033	200292	393548	668605	781035	958097	728764	654266	654266
Additional Units to provide fixed part of system			340	2693	7368	44732	85269	140407	158810	188426	138465	119949	115587
Adjustment to compensate for:													
a) deployment of product in other frequency bands;													
b) restrictions on UPCS deployable locations.			42%	48%	56%	61%	65%	65%	70%	76%	86%	91%	91%
Total (Unit Sales)			725	6821	22242	148256	311569	529402	662581	867054	742012	703200	703200
UTAM Revenue (based on \$20/unit fee) (Note 1)			\$0.01	\$0.14	\$0.44	\$2.97	\$6.23	\$10.59	\$13.25	\$17.34	\$14.84	\$14.06	\$14.06
UTAM G&A costs		\$1.10	\$1.10	\$1.30	\$1.30	\$1.60	\$1.90	\$1.90	\$1.90	\$1.90	\$1.90	\$1.90	\$1.90
Kickstart funds (manufacturer provided)		\$1.10	\$1.09	\$1.16	\$0.86								
Repayment of kickstart funding (credits to mfg.)						\$0.20	\$1.30	\$2.61	\$3.13				
Funds available for clearing (Note 1)		\$0.00	\$0.00	\$0.00	\$0.00	\$1.16	\$3.03	\$6.08	\$8.22	\$15.44	\$12.94	\$12.16	\$12.16
Potential number of links which can be relocated with received revenue at \$200,000 per link		0	0	0	0	6	15	30	41	77	65	61	61
Cumulative potential number of links for which funds have been received		0	0	0	0	6	21	51	92	170	234	295	356 (Note 2)

Notes:

- 1) All \$ amounts shown in \$ Million.
- 2) Maximum number of links UTAM expects to clear is 335. While year 11 in the plan shows a greater number; in practice UTAM will suspend or reduce collection of fees so as not to exceed its revenue requirements.

Income Statement (Scenario 3)													
	Year	0	1	2	3	4	5	6	7	8	9	10	11
Receipts													
UTAM fees (\$20/unit)		\$0.00	\$0.01	\$0.14	\$0.44	\$2.97	\$6.23	\$10.59	\$13.25	\$17.34	\$14.84	\$14.06	\$14.06
Kickstart Credit		\$0.00	\$0.00	\$0.00	\$0.00	(\$0.20)	(\$1.30)	(\$2.61)	(\$3.13)	\$0.00	\$0.00	\$0.00	\$0.00
Total Receipts (Note 1)		\$0.00	\$0.01	\$0.14	\$0.44	\$2.76	\$4.93	\$7.98	\$10.12	\$17.34	\$14.84	\$14.06	\$14.06
Disbursements													
G&A costs		\$1.10	\$1.10	\$1.30	\$1.30	\$1.60	\$1.90	\$1.90	\$1.90	\$1.90	\$1.90	\$1.90	\$1.90
Relocation costs		\$0.00	\$0.00	\$0.00	\$0.00	\$1.16	\$3.03	\$6.08	\$8.22	\$15.44	\$12.94	\$12.16	\$8.00
Total Disbursements (Note 1, Note 2, Note 3, Note 4)		\$1.10	\$1.10	\$1.30	\$1.30	\$2.76	\$4.93	\$7.98	\$10.12	\$17.34	\$14.84	\$14.06	\$9.90
Net Generated Funds (Note 1)		(\$1.10)	(\$1.09)	(\$1.16)	(\$0.86)	\$0.20	\$1.30	\$2.61	\$3.13	\$0.00	\$0.00	\$0.00	\$0.00
Loan Status (kickstart funding)													
Kickstart Funds Provided		\$1.10	\$1.09	\$1.16	\$0.86	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Kickstart Funds repaid as credits		\$0.00	\$0.00	\$0.00	\$0.00	(\$0.20)	(\$1.30)	(\$2.61)	(\$3.13)	\$0.00	\$0.00	\$0.00	\$0.00
Net Cash Increase / (Decrease) (Note 1)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4.16

(Note 5)

Notes:

- 1) All \$ amounts shown in \$ Million.
- 2) Site specific coordination costs are not included. These will be recovered at full cost (both UTAM and subcontractor costs) and therefore will not affect cash flow.
- 3) Costs associated with UTAM information reports and periodic updates are not included. These will be produced and distributed at cost, and therefore will not affect cash flow.
- 4) UTAM will operate on a cash basis. Fees are collected ahead of actual sales and link clearing payments will only be made after completion of a relocation. This ensures UTAM maintains a solid cash position.
- 5) Year 11 - Cash surplus will be adjusted to meet expected obligations to close out UTAM operations. UTAM expects to need only \$8M to clear 40 remaining links.



ALL-STATE LEGAL SUPPLY CO., 1-800-222-0510 FDS11 RECYCLED

ATTACHMENT E

SUBSCRIBER AGREEMENT

THIS SUBSCRIBER AGREEMENT (this "Agreement") is made as of the date set forth on the signature page hereof between UTAM, Inc., a Delaware corporation ("UTAM") and the subscriber set forth on the signature page hereof ("Subscriber").

RECITALS:

WHEREAS, UTAM is authorized by the Federal Communications Commission ("FCC") to manage the transition of the unlicensed PCS Spectrum from use by microwave stations to use by unlicensed personal communications services ("PCS") devices and systems;

WHEREAS, the FCC requires all those who intend to manufacture, sell or distribute PCS devices or systems and are responsible for securing FCC equipment authorization for such devices or systems to enter into an agreement with UTAM to assure equitable unlicensed PCS industry funding of such transition;

WHEREAS, all members of UTAM must follow all FCC product disablement, installation and other rules for the deployment of unlicensed PCS devices and systems; and

WHEREAS, Subscriber intends to manufacture, sell or distribute PCS devices or systems.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, UTAM and Subscriber agree as follows:

Section 1. Definition. As used herein, the term "PCS Radiating Part" means an intentional radiator requiring a Part 15.3 FCC label, the operation of which makes use of any part of the Unlicensed PCS Spectrum.

Section 2. PCS Device Report. Within a time period to be specified by UTAM, Subscriber shall deliver to UTAM an accounting of the number, output power level,¹ county where installed, bandwidth used, and band(s) of operation of all PCS Radiating Parts activated by Subscriber during such period, together with any supporting documentation and other information with respect thereto that may be requested by UTAM (each a "PCS Device Report"). If Subscriber certifies to UTAM in writing that it has discontinued all such manufacture, sale and distribution, then Subscriber shall not be obligated to deliver a PCS Device Report for any period thereafter during which Subscriber does not manufacture, sell or distribute a PCS Radiating Part.

Section 3. PCS Device Labels. Subscriber shall purchase from UTAM labels containing such information as may be determined by UTAM and the FCC's rules (each a

¹ As defined by Part 15 rules.

"PCS Device Label") for each and every PCS Radiating Part manufactured by Subscriber (determined consistent with FCC rules). Subscriber shall affix a separate PCS Device Label to each and every PCS Radiating Part prior to the shipment thereof, and shall not sell or distribute any PCS Radiating Part that does not conspicuously display a PCS Device Label. Subscriber shall be entitled to purchase PCS Device Labels from UTAM from time to time in any quantity. The initial price to be paid by Subscriber to UTAM for the purchase of a PCS Device Label shall be an amount equal to the cost of production and delivery thereof plus \$20 per label. Such price may be changed from time to time by UTAM upon FCC approval of a revised PCS Device Label fee payable by all subscribers. Such PCS Device Label fee shall be paid in full prior to delivery by UTAM to Subscriber of any PCS Device Labels requested by Subscriber. All PCS Device Label purchases shall be final and non-refundable.

Section 4. UTAM Requirements. Subscriber shall comply with instructions given by UTAM with respect to Unlicensed PCS Spectrum frequency coordination, location verification testing, and customer agreement requirements.

Section 5. FCC Equipment Authorization. Following execution of this Agreement, Subscriber may, if it elects and is otherwise qualified, apply for FCC equipment authorization for its PCS devices or systems. UTAM does not warrant FCC approval of any such application. UTAM approval is a necessary prerequisite to FCC equipment authorization. UTAM approval is a prerequisite for FCC equipment authorization.

Section 6. UTAM Voting Membership. Following execution of this Agreement, Subscriber will become eligible for voting membership of UTAM if it is otherwise eligible under, and complies with, the membership provisions of UTAM's certificate of incorporation and bylaws. Upon becoming a voting member of UTAM, Subscriber will be entitled to the rights and privileges and be bound by the obligations of such members.

Section 7. Term. The term of this Agreement shall commence on the date set forth on the signature page hereof and shall continue in effect until the date UTAM's FCC designation to manage the transition of the Unlicensed PCS Spectrum expires.

Section 8. Remedies. If Subscriber fails to comply with any covenant or agreement of Subscriber set forth in this Agreement or makes a misrepresentation to UTAM or omits information required to be included in any PCS Device Report, then UTAM may suspend or terminate Subscriber's right to purchase PCS Device Labels under this Agreement, whereupon Subscriber shall discontinue the sale, distribution, and activation of PCS Radiating Parts. Upon any such suspension or termination, the provisions of this Agreement shall otherwise remain in full force and effect. Any such failure to comply or misrepresentation could result in the revocation by the FCC of any equipment authorization then held by Subscriber and other penalties under the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC. If Subscriber does not purchase PCS Device Labels for one or more PCS Radiating Devices as required by Section 3, then Subscriber shall pay UTAM an amount equal to the fee Subscriber would

have paid under Section 3 had it complied therewith plus interest on such amount from the date of non-compliance until paid in full at a rate per annum equal to the highest prime rate published in The Wall Street Journal during the period of non-compliance plus [the highest rate allowed by law]. Subscriber shall pay UTAM on demand the cost of enforcing UTAM's rights under this Agreement, including reasonable attorneys' fees and costs. The rights and remedies of UTAM under this Agreement are cumulative and shall be in addition to and not exclusive of any other right or remedy set forth herein or otherwise available to UTAM.

Section 9. Indemnification. Subscriber shall indemnify, defend and hold UTAM harmless from and against any and all loss, claim, damage, liability and expense (including reasonable attorneys' fees) arising from (i) any act or omission of Subscriber, including without limitation the manufacture, sale or distribution of PCS devices or PCS systems or the use thereof or (ii) any failure by Subscriber to comply with any covenant or agreement of Subscriber set forth herein or any misrepresentation made by Subscriber to UTAM. The provisions of this section shall survive and remain in full force and effect following the expiration or termination of this Agreement.

Section 10. Arbitration. Any controversy or claim arising out of or relating to this Agreement or the breach hereof shall, upon the written request of either party, be settled by arbitration in Washington, D.C. in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

Section 11. Miscellaneous. Notices hereunder shall be effective when delivered personally or by overnight courier or by registered mail, return receipt requested, to a party at its address as set forth on the signature page hereof or to such other address as may be specified by a party by written notice to the other. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and communications relating thereto. This Agreement and the rights and obligations hereunder may not be assigned or delegated by either party without the prior written consent of the other, except that UTAM may, upon written notice to Subscriber, assign and delegate its rights and obligations hereunder to any successor designated by the FCC to perform UTAM's functions. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. The invalidity of any provision of this Agreement shall not affect the validity of any other provisions. The failure by either party to insist upon the performance of any provision of this Agreement shall not be construed as a waiver of such performance or any future performance. The provisions of this Agreement may be waived only in a writing signed by the party granting the waiver. This Agreement may not be amended or modified except in a writing signed by the parties. This Agreement may be executed in counterparts, both of which shall be deemed an original, and which together shall constitute one agreement.

IN WITNESS WHEREOF, UTAM and Subscriber have executed this Agreement as of the date written below.

UTAM, INC.

By: _____

Name:

Title:

ADDRESS FOR NOTICES:

UTAM, Inc.
c/o Wiley, Rein & Fielding
1776 K Street, N.W.
Washington, D.C. 20006
Attention: Ms. Suzanne Yelen

NAME OF SUBSCRIBER:

STATE OF INCORPORATION:

By: _____

Name: _____

Title: _____

ADDRESS FOR NOTICES:

DATE: _____